

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400054

PRINT DATE: 09/10/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520476060
SCHMIDT BAKING CO INC
7801 FITCH LN

BALTIMORE, MD
(410) 529-5625

21236-3998

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410) 767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818832

EXPR DATE: 09/01/13
POST DATE: 09/07/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT FOR BAKERY PRODUCTS

TO FURNISH THE STATE OF MARYLAND AGENCIES LISTED HEREIN WITH THEIR REQUIREMENTS FOR BAKERY PRODUCTS.

FOR: JESSUP MARYLAND REGION

=====

CONTRACT PERIOD: SEPTEMBER 5, 2012 THRU AUGUST 31, 2013 (1 YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2) TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS, CONDITIONS AND PRICING.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE OF MARYLAND IN

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TERMS (cont'd):

THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITHA MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. A EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRAT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

REPORTS, PREFERABLY IN EXCEL FORMAT, TO BE SUBMITTED TO THE FOLLOWING:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

HOWARD.MCLAIN@DGS.STATE.MD.US

ALL ITEMS ARE TO BE QUOTED FOB DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

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TERMS (cont'd):

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE AUGUST 31 OF EACH YEAR. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU31181.

GENERAL CONDITIONS

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.

PRICES ARE TO BE QUOTED IN THE "UNIT" AS INDICATED ON THE BID. ANY DEVIATION FROM THE "UNIT" PRICE REQUESTED WILL BE CAUSE TO REJECT BID.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

UNLESS OTHERWISE INSTRUCTED BY THE USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER AWARDED THE CONTRACT.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL. IF FOR ANY OTHER REASON THE CONTRACT SHOULD BE TERMINATED BY EITHER PARTY, FIFTEEN (15) DAYS NOTICE BY REGISTERED OR CERTIFIED MAIL SHALL BE REQUIRED.

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE

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TERMS (cont'd):

CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS WILL RESULT IN THE CONTRACT BEING CANCELLED AND REAWARDED TO THE NEXT LOWEST BIDDER.

BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

VENDOR TO CONTACT: SCHMIDT BAKING CO., INC.
ADDRESS: 7801 FITCH LANE
CITY/STATE/ZIP CODE: BALTO., MD 21236
PHONE: 410-668-8200 FAX: 410-882-2051

NOTE: ALL LISTED QUANTITIES ARE FOR ESTIMATED ANNUAL USAGE.

DELIVERY RECEIPT AND INVOICES =====

1. EACH DELIVERY TO BE ACCOMPANIED BY A DELIVERY RECEIPT IN TRIPLICATE TO BE SIGNED BY THE INSTITUTION RECEIVING CLERK AND TWO (2) COPIES SIGNED BY THE INSTITUTION.
2. EACH DELIVERY RECEIPT TO CLEARLY SHOW THE FOLLOWING INFORMATION.
 - A. FULL DESCRIPTION OF PRODUCT DELIVERY.
 - B. THE EXACT UNITS DELIVERED, SIZE, PACK, ETC., IN ACCORDANCE WITH CONTRACT.

INVOICING AND/OR STATEMENT =====

1. BILLING TO BE SENT DIRECT TO THE ORDERING AGENCY IN TRIPLICATE.
2. EITHER WEEKLY OR MONTHLY BILLING MUST SHOW THE FOLLOWING INFORMATION.
 - A. DAILY DELIVERIES TO CORRESPOND TO DELIVERY RECEIPT, PRICED

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TERMS (cont'd):

ACCORDING TO UNIT PRICES SHOWN ON CONTRACT, PRICES EXTENDED
AND TOTALED.

SPECIFICATIONS

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ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE (1) OUNCE MAXIMUM
WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER
LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21
SLICES EXCLUSIVE OF END PIECES.

***** ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT *****

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	37515-000XX1	CS	25.0800

BAGELS, ASSORTED, CINNAMON RAISIN, EGG, TWELVE, SIX PACK PER CASE
1-6PK FOR 2.09
CODE 2311

0003	37515-200020	LF	1.9500
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BREAD, RAISIN LOAF, NOT ICED, FRESH, 16 OZ PER LOAF
CODE 8048

0004	37515-281770	LF	1.0800
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TEXAS TOAST, 24 OZ LOAF
CODE 0163

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0005	37515-300010	DZ	.9000

ROLLS, FRANKFURTER, FRESH, 12/PK
CODE 3370

0006	37515-300015	DZ	.9000
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ROLLS, FRANKFURTER, NON FRESH, 12/PK
CODE 3370

0007	37515-300020	DZ	.9000
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ROLLS, HAMBURGER, FRESH, 12/PK
CODE 3350

0008	37515-300030	DZ	.9000
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ROLLS, HAMBURGER, NON FRESH, 12/PK
CODE 3350

0011	37515-320200	LF	.5000
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BREAD, WHITE, FRESH, 16 OZ PER LOAF
CODE 0587

0016	37515-200105	LF	1.3500
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BREAD, RYE, NON-FRESH, 16 OZ. PER LOAF
2610 SEEDED; 2615 UNSEEDED

0021	37515-000612	CS	12.0000
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ENGLISH MUFFIN, HONEY WHEAT, 12 PER PACK, 6 PACKS PER CASE, THOMAS'

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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BRAND ONLY. 1.00 PER 6PK.
CODE 4320

0029	37515-0094XX	PK	1.4000
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BAGEL, WHEAT 4 CT, 14 OZ PKG

CODE 2317

0030	37515-240017	PK	1.6000
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WHEAT HOTDOG ROLLS

8/PK
CODE 2410

0031	37515-700007	DZ	2.8000
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ROLLS, SUB, 6" FRESH, WHILE WHEAT

WHOLE WHEAT, 12/PK
CODE 2799

0033	37515-240016	PK	1.6000
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WHEAT HAMBURGER ROLLS

8/PK
CODE 2400

0034	37515-320203	LF	.6300
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BREAD, WHITE, FRESH, 20 OZ LOAF

CODE 7900

0035	37515-310825	LF	.6800
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BREAD, WHOLE WHEAT, NON-FRESH

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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100% WHOLE WHEAT, 16 OZ. LOAF
CODE 2340

0037	37515-480010	PK	1.0000
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ENGLISH MUFFINS, 6/PK (FORK SPLIT)
CODE 4310

0038	37515-594002	PK	.7900
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ROLLS, BROWN AND SERVE WHITE
8/PK
CODE 1610

0039	37515-700006	PK	1.0000
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ROLLS, SUB, 6" FRESH
6/PK
CODE 2730

0040	37515-650031	PK	1.4000
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ROLLS, SPLIT TOP, DINNER, 16 PACK

ASSORTED DINNER ROLLS, 16/PK
CODE 2705

0041	37515-690050	PK	1.0000
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ROLLS, SEEDED STEAK SUB
6/PK
CODE 2760

0042	37515-100020	LF	1.5800
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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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BREAD, FRENCH, FRESH, _____ OZ. PER LOAF
BREAD, FRENCH, FRESH, 16 OZ. LOAF
CODE 4030

0043	37515-310820	LF	1.3000
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BREAD, WHOLE WHEAT, FRESH, _____ OZ PER LOAF
33% WHOLE WHEAT, 22 OZ. LOAF
CODE 2330

0044	37515-320205	LF	.5000
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BREAD, WHITE, NON-FRESH,

16 OZ LOAF
CODE 0587

0045	37515-690055	PK	1.0000
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ROLLS, STEAK, SEEDLESS, FRESH

6/PACK
CODE 2730

END OF ITEM LIST

DELIVERY SCHEDULE:

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CLIFTON T. PERKINS HOSPITAL

MON. X TUES. X WED. _____ THURS. X FRI. X SAT. _____
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND CORRECTIONAL INSTITUTE - JESSUP

MON. X TUES. X WED. _____ THURS. X FRI. X SAT. X
FOR A TOTAL OF 4 DAYS PER WEEK.

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PATUXENT INSTITUTION

MON. XX TUES. WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND CORRECTIONAL INSTITUTE - WOMEN

MON. X TUES. X WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND HOUSE OF CORRECTIONS

MON. X TUES. X WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND HOUSE OF CORRECTIONS - ANNEX

MON. X TUES. X WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

BROCKBRIDGE CORRECTIONAL INSTITUTE

MON. X TUES. X WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

THIS PROCUREMENT WAS BEING CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE
BIDDER BY LOT AWARD. ALL ITEMS MUST BE BID. FAILURE TO SUBMIT
PRICING FOR A LINE ITEM MAY CAUSE YOUR BID TO BE DEEMED NON
RESPONSIVE AND YOUR BID WILL BE REJECTED.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE,
AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: Margaret Hagan

BUYER AUTHORIZED DESIGNEE

DATE: 9/11/12